

*Sec of State # 4716  
A.G. # 78-165  
File Date 3/28/78*

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLOBE

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF GLOBE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or

intersection lighting at the following locations:

US 60 and Broad and Willow Streets  
US 60 and Hill Street and Devereux Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or intersection lighting.
2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.
3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.
4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1978, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of

traffic signals and/or intersection lighting on those State Highways which traverse within the boundaries of the CITY.

6. It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of March, 1978, but in no event prior to its being filed with the Secretary of State.

10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

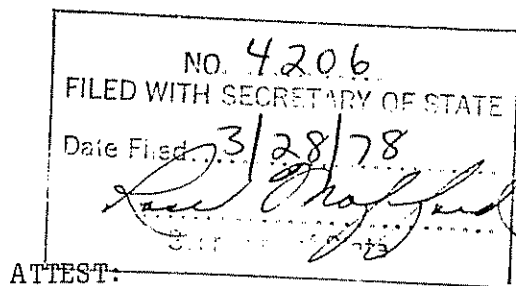
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *J. B. Mery*  
Chief Deputy State Engineer

CITY OF GLOBE

By: *Eugene L. Labogianis*  
Title: MAYOR



ATTEST:

*Mary L. Richerts CMC*  
City Clerk

EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF GLOBE consummated on Feb 21, 1978 it is agreed by both parties that the following intersection(s) be added to, or deleted from, the existing list of intersections to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Chief Deputy State Engineer

CITY OF GLOBE

By: \_\_\_\_\_

Title: MAYOR

ATTEST:

Mary F. Baker  
City Clerk

Date Signed: 3-15-78

CITY OF GLOBE

RESOLUTION No. 791.

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF GLOBE, ARIZONA, AUTHORIZING THE MAYOR TO SIGN CERTAIN INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF ARIZONA, ACTING THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED AS FOLLOWS BY THE MAYOR AND COUNCIL OF THE CITY OF GLOBE:

SECTION 1.

That the Mayor is hereby authorized and directed to sign the following documents:

- (a) An agreement concerning the signalized intersections on the Arizona State Highway System which are crossed by City of Globe streets.
- (b) An agreement that intersection(s) may be added to or deleted from the list of intersections to be operated and maintained as set forth in the agreement listed above.

BE IT FURTHER RESOLVED, that this Resolution be entered into the minutes of the City of Globe, Arizona, and that a copy of this Resolution be forwarded to the Arizona Department of Transportation, Phoenix, Arizona.

PASSED BY THE COUNCIL and APPROVED, by the MAYOR of the City of Globe this 21<sup>st</sup> day of February, 1978.

APPROVED

Eugene L. Lohof  
Mayor.

ATTEST:

Mary F. Badisto  
City Clerk.

Approved as to Form:

Frank E. Dwyer  
City Attorney.



OFFICE OF THE  
**Attorney General**

BRUCE E. BABBITT  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 78-165 which is an agreement between public agencies has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 2nd day of March, 1978.

BRUCE E. BABBITT  
The Attorney General

  
ALBERT MORGAN  
Assistant Attorney General